

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

IN THE ELKHART SUPERIOR COURT
CAUSE NO.: 20D03-0607-PL-79

STATE OF INDIANA,)
)
Plaintiff,)
)
v.)
)
ROCHALI D. NEWBILL and TIM)
DOWNS, individually and doing business)
as CREDIT REPAIR EXPERTS,)
)
Defendants.)

FILED

MAR 09 2007

CLERK ELKHART SUPERIOR COURT NO. 3

DEFAULT JUDGMENT

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter and personal jurisdiction over the Defendants.
2. The Court served Defendant, Rochali Newbill, individually and doing business as, Credit Repair Experts (hereinafter, "Newbill") with a copy of the complaint and summons on July 25, 2006.
3. The State served Defendant, Tim Downs, individually and doing business as, Credit Repair Experts (hereinafter, "Downs") with a Summons and Notice of Suit by Publication, pursuant to rule 4.13(a), via The Elkhart Truth on January 2, 2007, January 9, 2007 and January 16, 2007.
4. Defendants have failed to file an answer, plead, or request an extension of time in which to answer the State's Complaint.
5. More than twenty (20) days have elapsed since the Defendants were served with the State's complaint.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendants, Rochali D. Newbill and Tim Downs, individually and doing business as Credit Repair Experts.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that:

1. Defendants, their agents, representatives, employees, successors and assigns are permanently enjoined, pursuant to Ind. Code § 24-5-0.5-4(c)(1), from:
 - a. in the course of performing services as a credit services organization, failing to obtain a surety bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) prior to doing business in Indiana as a credit services organization;
 - b. in the course of performing services as a credit services organization, charging or receiving money or other valuable consideration before the complete performance of services on behalf of a consumer, unless the Defendants have obtained a surety bond issued by a surety company admitted to do business in Indiana or established an irrevocable letter of credit under Indiana Code §24-5-15-8;
 - c. in the course of performing services as a credit services organization, failing to provide the consumer with a written statement containing each of the provisions required by Indiana Code § 25-5-15-6 prior to executing a contract or receiving valuable consideration;
 - d. in the course of performing services as a credit services organization, failing to include in contracts with consumers the statement required by Indiana Code § 24-

5-15-7(a)(1) and two (2) copies of the notice of cancellation form required by Indiana Code § 24-5-15-7(b);

- e. representing expressly or by implication that a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the Defendants know or should reasonably know it does not have;

2. Pursuant to Ind. Code § 24-5-0.5-4(d), Defendants unlawful contracts with Vonice Laura and Dianna Laura are cancelled.

3. Pursuant to Ind. Code § 24-5-0.5-4(c)(3), Defendants shall pay costs in the amount of Seven Hundred Forty Dollars (\$740.00) for the Attorney General's reasonable expenses incurred in the investigation and prosecution of this action.

4. Pursuant to Ind. Code § 24-5-0.5-4(g), Defendant shall pay civil penalties in the amount of Thirty Thousand Dollars (\$30,000.00) for Defendant's knowing violations of Indiana's Deceptive Consumer Sales Act.

5. Pursuant to Ind. Code § 24-5-0.5-8, Defendant shall pay civil penalties in the amount of Three Thousand Dollars (\$3,000.00) for Defendant's intentional violations of Indiana's Deceptive Consumer Sales Act.

6. Pursuant to Ind. Code § 24-5-0.5-4(c), the Defendant shall pay consumer restitution to Vonice and Dianne Laura in the amount of Seven Hundred Seventy-Two Dollars (\$772.00).

For a total monetary judgment in the amount of Thirty-Four Thousand Five Hundred Twelve Dollars (\$34,512.00).

ALL ORDERED, ADJUDGED AND DECREED on this 9th day of

March, 2007.



Judge, Elkhart Superior Court

DISTRIBUTION:

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